Directs the District Treasuries to attend the work of issue of Duplicates of Savings Bank Fixed Deposits.

READ—

Correspondence ending with letter No. S.B. 1-13—51-52, F.D.R. 5-52-53, dated the 4th April 1952, from the Accountant-General, Mysore, Bangalore, intimating that the work of issue of duplicates of Savings Bank Fixed Deposit Receipts in lieu of lost ones may be attended to by the State Treasuries in future, and that the Treasury Officers may keep in view the safeguards prescribed in this regard in Government Order No. Fl. 2425—G.F. 61-29-2, dated the 30th September 1929 and the fact of the issue of the duplicate should be required to be noted against the original entry in the Subsidiary Register of Receipts of the Treasury.

ORDER No. FL.(B) 1380-91—B. & T. 3-52-2, DATED BANGALORE, THE 12TH MAY 1952.

The work of the issue of duplicate Savings Bank Fixed Deposits in lieu of lost ones will, in future, be attended to by the District Treasuries in the State.

The following instructions are laid down for the guidance of Treasury Officers and Deputy Commissioners :—

(1) Duplicate receipts may be issued only by the District Treasuries and a list of duplicate receipts issued every month should be forwarded to the Accountant-General's Office with the monthly accounts.

(2) The fact of the issue of the duplicate should invariably be noted against the original entry in the Subsidiary Register of Receipts of the Treasury.

(3) Duplicates may be issued by the Treasury Officer, only when the claimant satisfies the Treasury Officer about his title to the deposit and the circumstances of the alleged loss, pays a fee of one rupee for each receipt, agrees to return the original deposit receipt, if subsequently traced, and furnishes an Indemnity Bond in the prescribed form appended to this Government Order agreeing to indemnify Government from all possible loss consequent on the issue of a duplicate receipt.

M. SHAMANNA,
Secretary to Government,
Finance Department.

APPENDIX

FORM OF BOND TO BE OBTAINED FROM PARTIES WHEN DUPLICATE MYSORE GOVERNMENT SAVINGS BANK FIXED DEPOSIT RECEIPTS ARE TO BE ISSUED IN LIEU OF LOST ONES.

KNOW ALL MEN BY THESE PRESENTS THAT WE..... .....
....
....

(Principal and two sureties with address of each) are held and firmly bound unto the Rajpramukh His Highness the Maharaja of Mysore acting in the exercise of the executive power of the State of Mysore and hereinafter referred to as the "State" in the sum of rupees of lawful money.....to be paid to the State, its certain attorney, successors or assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, representatives and assigns jointly and every two of us bind ourselves, our heirs, executors, administrators, representatives and assigns jointly and each of us binds himself, his heirs, executors, administrators, representatives and assigns severally firmly by these presents sealed with our respective seals dated this.....day of..... ONE THOUSAND NINE HUNDRED AND.....

WHEREAS the above bounden.....
.....

(Principal) has caused to be represented to the said State that (here enter the name of the last holder) was lately and until the loss thereof hereinafter mentioned the legal and rightful holder and still is the owner of and absolutely entitled to the Savings Bank Fixed Deposit of the Government of Mysore, the number, amount and other particulars of which are set-forth in the schedule hereto, and that the said Government Savings Bank Fixed Deposit Receipt/Receipts have been lost/have been destroyed sometime since.

AND WHEREAS the said..... ..... (Principal) having applied to the State for the continuance of the payment of interest upon the said Fixed Deposit Receipt so alleged to have been lost/destroyed as aforesaid from the date on which interest appears from the books of the Accountant-Genaral, Mysore, to have been lost paid thereon up to the end of..... ...the half year preceding the date fixed for the issue to the said.....(Principal) of a duplicate of such a Fixed Deposit Receipt and the said State has on the aforesaid representation of the said..... (Principal) acceded to the said application for the payment of interest as aforesaid on condition of the said..... .....(Principal) and two sufficient sureties executing such bond as above written and the said.....(Sureties) have accordingly as such sureties agreed to execute the said bond with such conditions as hereunder is written.

Now the condition of the above written bond is such that if the above bounden... ....(Principal and two sureties), their heirs, executors, administrators, representatives and assigns do and shall from time to time if and when the said Savings Bank Fixed Deposit Receipt so alleged to have been lost/destroyed as aforesaid shall happen to be found or come to his or their or any or either of their possession or power or to the possession or power of any other person in trust for him or them or any of them immediately deliver or cause to be delivered the same to the said State in order that a Memorandum of all payments of interest which may have been made as aforesaid may be duly endorsed thereon and further in case the original of the said Savings Bank Fixed Deposit Receipt shall have already come or shall hereafter come to the hands of any person or body corporate whomsoever under such circumstances as may entitle them any of them or any one else to demand payment of the principal or interest thereof from the said State its successors or assigns or in case any interest or principal in respect thereof shall at any time hereafter have to be paid or satisfied or is paid or satisfied by the said State, its successors or assigns or any Officer or person on his behalf then and in either of such cases if the said..... .....(Principal and sureties), their heirs, executors, administrators, representatives and assigns shall and do from time to time repay to the said State its successors or assigns the amount of all interest or principal which shall hereafter have to be paid or paid in payment as aforesaid and also all costs as between attorney and client and all charges, losses, damages and expenses that shall or may have been incurred by or occasioned to the said State, its successors or assigns or any of the officers, servants or agents of the Government by reason of or consequent upon the State contributing to pay interest upon the Principal of the said Fixed Deposit Receipt to the said..... as aforesaid and further is the said.....(Principal and two sureties) their heirs, executors, administrators, representatives and assigns shall and to from time to time and at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the said State, its successors, assigns, and the officers, servants, or agents of the Government and each and every of them of from and against all and all manner of action and actions, suit and suits and other legal proceedings, costs, charges, damages and expenses whatsoever which shall or may at any time or times hereafter be brought, commenced or sued by any person or body corporate whomsoever against or happen or be occasioned to the said State, its successors or assigns or any of the officers, servants or agents of the Government for or on account or in respect or by reason of the said Fixed Deposit Receipt so represented to have been..... ...as aforesaid or interest hereby secured or any part thereof or by reason or in respect of or consequent upon the said State continuing to pay interest or the principal thereof to the said..... . .....upon the said Fixed Deposit Receipt as aforesaid or any Fixed Deposit Receipt/Receipts which may hereafter by substitution, sub-division, renewal, then, the above written bond shall be void and of no effect, otherwise the same shall be and remain in full force and virtue, and the Principal and Sureties do hereby further agree that all amounts due from them to the State under this Indenture may be recovered by the State from the Sureties and Principal as if they were an arrear of Land Revenue and a Revenue Demand.

Signed, sealed, and delivered by.....(Principal) in the presence of..... ....(witness, occupation and address).

Signed, sealed and delivered by.....(1st Surety) in the presence of.....(witness, occupation and address).

Signed, sealed and delivered by..... .....(2nd Surety) in the presence of .....(witness, occupation and address).

The schedule referred to in the foregoing bond.